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# **Service Level Agreement**

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**Geodan Geoserver.nl**



## **Service Level Agreement**

### **1 General provisions**

- 1.1 This Service Level Agreement is part of the agreement between Geodan and the Client with regard to provision of the service through Geodan Geoserver.nl. This SLA shall be governed by the General Conditions of FENIT, as filed with the Court Registry of the District Court of The Hague on 3 June 2003 under number 60/2003.

### **2 The service**

- 2.1 The Service covers the making available of base data to the Client through the Internet. Operational matters such as the procurement and management of hardware, software and data, the installation of updates, the maintenance of internet connections and minimising breakdowns due to interruptions are part of Geodan's responsibility.

### **3 Subscription**

- 3.1 Subscriptions are available in different levels. On every subsequent level, the price per credit goes down, and the number of credits in the subscription goes up.
- 3.2 Every subscription is subject to a credit ceiling. The standard credit ceiling is twice the amount of credits covered by the subscription, but can be adjusted on the Client's request. The ceiling is meant only to protect the Client and avoid the costs from being too high. If the Client does not want to pay more than the subscription amount per year, then the credit ceiling is 1x the subscription quantity.
- 3.3 The subscription will be for 1 year as from the starting date. The subscription will be tacitly renewed on a yearly basis unless it is cancelled. This cancellation must be in writing, by normal mail, at least one month before expiry of the subscription.
- 3.4 Unused credits in a subscription can be carried forward limitlessly to subsequent years while the subscription is in force.
- 3.5 When cancelling the subscription, the credits will be cancelled upon expiry of the term of validity.
- 3.6 Upgrading means you are changing to a bigger subscription. This is possible at all times, in which case the credits for the new subscription price will enter into force as from the upgrade moment (= on the 1<sup>st</sup> of the subsequent month). The remaining or exceeded credits will be settled.
- 3.7 Downgrading means you are changing to a smaller subscription. This is possible only as from the next subscription period. Only when downgrading one step, it is possible to keep the remaining credits. When downgrading more steps, the credits outstanding from the previous period will expire.

- 3.8 In case the number of credits within the subscription is exceeded, the additionally used credits shall be settled as per the subscription rate.
- 3.9 Additionally used credits shall be invoiced afterwards on a quarterly basis.

#### **4 Availability and interruptions**

- 4.1 Geodan shall make every effort to provide the agreed Service without any type of interruptions and minimise the number of service cuts.
- 4.2 An interruption occurs when delivery of the service is interrupted during a certain period of time, taking into account the provisions contained in article 4.3.
- 4.3 The following events are not considered to be interruptions:
- > A small deviation of the agreed technical specifications that does not hamper normal use of the service;
  - > An interruption of sixty (60) seconds or less;
  - > An interruption in provision of the service related to maintenance, as specified in article 5;
  - > An interruption in provision of the services related to a situation of force majeure as specified in article 8;
  - > An interruption in provision of the service by Geodan related to the fact that all available credits have been used;
  - > An interruption in provision of the service related to an interruption resulting directly from a third-party failure, e.g. in the Client's internet connection or network.
- 4.4 Availability of the service is described as the percentage of total use duration in one (1) year's time in which no interruptions have occurred. The expected availability of the service is 99 % on an annual basis.

## 5 Maintenance

- 5.1 Geodan will inform the Client at least five (5) working days in advance of all planned maintenance that could imply an interruption in provision of the service of longer than sixty (60) seconds. The expected duration of the planned activities will be specified.
- 5.2 Maintenance is limited to corrective maintenance on the server side, i.e. maintaining and ensuring availability and accessibility of the services installed at the start of this agreement.
- 5.3 This agreement does not cover maintenance resulting from the Client's wishes.

## 6 Failure report

- 6.1 For reporting failures or asking information about the status of already considered failures, the Client can contact the Geodan helpdesk. You can reach the helpdesk on regular Netherlands working days (except for a couple of days to be specified as yet on which Geodan is closed), from 9:00 to 17:00 by calling 020 - 5711 311, by faxing 020 – 5711 333 and by emailing us at [helpdesk@geodan.nl](mailto:helpdesk@geodan.nl).
- 6.2 The Client shall immediately inform the helpdesk of any interruption by phone, fax or email. The helpdesk shall register all interruptions reported by the Client. The moment of registration shall be considered the moment on which the failure occurred.
- 6.3 Within a maximum of 8 hours (in working hours) upon registration of the interruption, Geodan shall inform the Client on the nature of the interruption and the expected repair time.
- 6.4 The party informing of the interruption shall provide the helpdesk with all data needed for identifying the respective service. The party informing of the interruption shall cooperate and shall be available by phone during the first 8 hours upon registration of the interruption.
- 6.5 Once the interruption is over, the helpdesk shall inform the Client accordingly by phone, fax or email. The moment on which this information is provided, shall be considered the moment on which the interruption is over.

## 7 Response times

- 7.1 Geodan will do its utmost to solve any interruption.
- 7.2 Within 8 hours (in working hours) at the latest upon registration of the interruption, the repair activities will start.
- 7.3 Within 8 hours (in working hours) at the latest upon the beginning of the repair activities, a status report shall be provided.

## 8 Force majeure

- 8.1 None of the parties shall be bound to comply with any obligation if such is impossible due to

any circumstance beyond its control.

- 8.2 In case of force majeure, compliance with the obligations resulting from the agreement by the party concerned shall be postponed completely or partially until after the force majeure, without this entitling any of the parties to any claim for indemnity.
- 8.3 All cases of force majeure shall be reported to the other party in writing, submitting the necessary evidence.
- 8.4 If, due to an event of force majeure, it is no longer possible for Geodan to perform its obligations, or if the period of force majeure has lasted for more than 10 working days or as soon as can be reasonably expected that the force majeure will last for more than 10 working days, the Client is entitled to end the agreement by giving written notice, to take effect at once.

## 9 Security

- 9.1 Geodan complies with all legally binding obligations applicable to the processing of personal data. The provider shall take adequate technical and organisational measures to protect (personal) data against loss or any form of wrongful processing.
- 9.2 Geodan shall make an effort to avoid abuse of the service by third parties by taking adequate security measures, such as security based on IP numbers or by using a unique Client specific user ID.

## 10 Liability and protection

- 10.1 Insofar as not contrary to applicable law, Geodan shall not be liable for any direct or indirect damages, including damages resulting from data generated with the aid of the Service.
- 10.2 Insofar as not contrary to applicable law, Geodan shall not be liable for any damages resulting from the unavailability or partial availability of the Service, if such is the result of a failure in the infrastructure or service of the Client or third parties.
- 10.3 The Client hereby holds Geodan harmless from all third party claims related to damages resulting from the Services, regardless of the cause underlying these damages.

## 11 Data use limitations

- 11.1 The data provided by Geodan through Geoserver.nl services, herein called the “provided data”, can be used in a Geographical Information System within your organisation.
- 11.2 You are entitled to use and distribute copies of the delivered data within your organisation in the form of digital or hardcopy prints, or in the form of enrichments of digital data of your own organisation or of third party data.
- 11.3 You can use and distribute copies of the delivered data outside your organisation only in the form of digital or hard-copy prints, and only insofar as the data are published in limited editions with non-commercial aims.
- 11.4 You can make available the services delivered by Geodan through Geoserver.nl to users

within and outside the organisation.

11.5 The delivered maps cannot be saved or cached, with the purpose of simulating an identical data request in the future to the Geoserver.nl service. It is permitted to save or cache the delivered XML.

11.6 It is not permitted to save the delivered maps for later use in a Geographical Information System. Though this is permitted with the delivered XML. It is not permitted to save any of these products (maps and XML) for sales to third parties.

11.7 All publications must mention the copyright as mentioned on the delivered data.